

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE 1 OF 18 PAGES		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE SEE BLOCK 16 C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 BUYER/SYMBOL – Tammie L. Coll/DESC-BZD PHONE - (703) 767-9312 1.1a, 1.1c and 1.1h		CODE SP0600		7. ADMINISTERED BY (If other than Item 6) CODE			SP0600
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				X	9a. AMENDMENT OF SOLICITATION NO. SP0600-03-R-0144		
					9b. DATED (SEE ITEM 11) September 12, 2003		
					10a. MODIFICATION OF CONTRACT/ORDER NO.		
					10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[x] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram, which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>The following changes set forth herein are incorporated into Solicitation SP0600-03-R-0144.</p> <p>See Attached Pages.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER JOY E. MULLORI			
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

1. The following change is made to the Commercial/Solicitation Package:

- Page 4, DD Form 1707, add the following as Paragraph c., and renumber the rest of the paragraphs accordingly.

Please complete and submit with your offer the original plus one copy of all forms contained in the accompanying Offeror Submission Package. Copies of all documents submitted must be exactly the same as the original.

2. The following changes are made to the Commercial/Solicitation Package (Changes also need to be made in the index accordingly):

- a. Page 13, Note 15 is hereby changed to:

DESC anticipates seven (7) lifts of approximately 333,333 BBLS (98,000,000 USG).

- b. The following Clause **C16.16-4.100 GASOLINE, AUTOMOTIVE, UNLEADED (FMS ISRAEL)(DESC SEP 2003)** is added to the solicitation. The entire clause appears below on page 3 of this amendment.
- c. Page 17, Clause **C16.23-5 FUEL OIL, DIESEL (FMS ISRAEL) (DESC OCT 2000)** is hereby deleted and replaced by Clause **C16.23-5 FUEL OIL, DIESEL (FMS ISRAEL) (DESC AUG 2003)** which appears on page 4 of this amendment.
- d. The following Clause **C16.64-6.100 TURBINE FUEL, AVIATION (JP8)(FMS INSRAEL)(DESC SEP 2003)** is added to the solicitation. The entire clause appears below on page 5 of this amendment.
- e. Page 45, Clause **I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)** is hereby deleted and replaced by Clause **I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2003)** which appears on page 5 of this amendment.
- f. Page C-10, Clause **I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)** is hereby deleted and replaced by Clause **I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)** which appears on page 9 of this amendment.
- g. Page 54, Clause **I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC APR 2001)** is hereby deleted and replaced by Clause **I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC AUG 2003)** which appears on page 10 of this amendment.

3. The following change is made to the Offeror Submission Package (OSP) (Changes also need to be made in the index accordingly):

Page O-6 on the Offer Schedule, the reference price date is changed to July 15, 2003.

C16.16-4.100 GASOLINE, AUTOMOTIVE, UNLEADED (FMS ISRAEL) (DESC SEP 2003)

Product shall conform to I.D.F. Specification no: 7-46025024-90/12E dated June 15, 2003. This specification is based on the latest European Specification prEN228:2002 with the following additional requirements:

Property	Limit			Test Method
Appearance	<i>Clear & Bright</i>			Visually
Specific Gravity @ 15°C	<i>720 – 775 kg/m³</i>			ASTM D-1298/EN ISO 3675
Research Octane Number	95 min			ASTM-D-2699/ prEN ISO/DIS 5164
Motor Octane Number	85 min			ASTM D2700/prEN ISO/DIS 5163
Sulfur Content ^{1/}	150 ppm max			ASTM D-2622/ASTM D-5453/prEN ISO/DIS 20846, 20884
	50 ppm max			
Distillation	Summer (1May-31Oct)	Winter (1Dec-31Mar)	Transition (Apr & Nov)	ASTM D86/EN ISO 3405
Evaporated Volume % @ 70°C	20.0-48.0	22.0-50.0	22.0-50.0	
Evaporated Volume % @ 100°C	46.0-71.0	46.0-71.0	46.0-71.0	
Evaporated Volume % @ 150°C	75 min	75 min	75 min	
Final Boiling Point °C	210 max	210 max	210 max	
Residue vol %	2 max	2 max	2 max	
Distillation, Loss vol %	1.5 max	1.5 max	1.5 max	
Vapor Pressure (kPa)	45.0-60.0	50.0-80.0	50.0-80.0	ASTM D-5191
Vapor Lock Index	-	-	1050 max	^{2/}
Lead Content	5 mg/L max			IP 428/ASTM D-3237/EN 237
Benzene Content	1.0 vol % max			IP 425/ASTM D-3606/EN 12177
Phosphorus Content	0.0013 g/L max			ASTM D-3231
Copper Strip Corrosion (3hr. @ 50°C)	1 max			ASTM D-130/EN ISO 2160
Existent Gum	5 mg/100 mL max			ASTM D-381/EN ISO 6246
Oxidation Stability	360 minutes min			ASTM D-525/EN ISO 7536
Olefins content	18.0 vol % max			ASTM D-1319 /IP-156
Aromatics content ^{3/}	42.0 vol % max			ASTM D-1319/IP-156
	35.0 vol % max			
Oxygen Content (gasoline-alcohol-ether blend)	2.7 wt% max			IP-408/ASTM D-5599/EN-1601
Oxygenates Content	Methanol – 3 vol% max Ethanol – 5 vol% max Isopropanol – 10 vol% max Isobutanol – 10 vol% max Tertiary Butanol – 7 vol % max Ethers ^{4/} – 15 vol % max Other Oxygenates – 10 vol % max			IP-408/ASTM D-5599/EN-1601

^{1/} The Sulfur content shall be 150 ppm max until December 31, 2003 and after January 1 2004 the sulfur content shall be 50 ppm.

^{2/} The Vapor Lock Index shall be in accordance with the following equation: $VLI=10(VP)+7(E70)$ in which VP =Vapor Pressure and E70=% distillate at 70°C.

^{3/} The Aromatics content shall be 42.0 vol% max until December 31, 2003 and after January 1, 2004 the Aromatics content shall be 35 vol% max. Note when ETBE is present in the sample, the aromatic zone shall be determined from the pink brown downstream of the red ring normally used in the absence of ETBE.

^{4/} Must contain at least 5 atoms of carbon in the molecule.

C16.16-4.100 CONT'D

(a) **ADDITIVES.**

(1) **ANTIOXIDANTS.** The gasoline may contain antioxidants at 130 ppm max. The following antioxidant formulations are permitted.

- (i) N,N'-disecndary-butyl-para-phenylenediamine
- (ii) 2,6-ditertiary-butylphenol
- (iii) 2,6-ditertiary-butyl-4-methylphenol
- (iv) 2,4-dimethyl-6-tertiary-butylphenol
- (v) 2,6-ditertiary-butylphenol (75 weight percent minimum) and mixture of mono- and tri-tertiary-butylphenols (25

weight percent minimum)

(vi) 2,4-dimethyl-6-tertiary-butylphenol (55 weight percent minimum), 2,6-ditertiary-butyl-4-methylphenol (15 weight percent minimum) and a mixture of monomethyl-tertiary-butylphenol and dimethyl-tertiary-butylphenol (30 weight percent minimum)

(2) **METAL DEACTIVATOR.** The gasoline may contain a metal deactivator at 30 ppm max. The following additive formulation is permitted.

- (i) N,N'-disalicylidene-1,2-propane-diamine

(3) **CORROSION INHIBITOR.** An approved corrosion inhibitor may be added that conforms to MIL-PRF-25017F and listed on QPL-25017 at a concentration of 10 mg/L max.

(4) The following additives shall not be added:

- (i) Dyes
- (ii) Detergent Additives

C16.23-5 FUEL OIL, DIESEL (FMS ISRAEL) (DESC AUG 2003)

(a) Product shall conform to I.D.F. Specification number 7-46311793-90/12E dated June 15, 2003. The specification is based on European Specification prEN 590:2002 with the following additional requirements:

<u>PROPERTY</u>	<u>LIMIT</u>	<u>TEST METHOD</u>
1. Workmanship	Clear and Bright	Visually
2. Polycyclic Aromatics	11% m/m max.	IP-391/ASTM D 6591/ASTM D 5186
3. Sulfur Content	50 mg/kg max.	ASTM D 2622/EN ISO 14596
4. Cetane Number 51 min.	ASTM D 613/IP-41	
5. Cetane Index	46.0 min.	ASTM D 4737/IP-380
6. Density @ 15°C	0.820 – 0.845 kg/m ³	ASTM D 1298/IP-160
7. Lubricity (HFRR) @ 60°C	460 micrometer max.	ASTM D 6079/ISO 12156-1
8. Flash Point	56°C min.	ASTM D 93/IP-404
9. CFPP	-5°C max.	IP-309/EN 116/ASTM D 6371
10. Carbon on 10% distillation residue	0.30% m/m max.	ASTM D 4530/IP-398
11. Accelerated Storage Stability	25 mg/liter	ASTM D 2274/IP-388

C16.23-5 CONT'D

12.	Ash	0.01% m/m max.	ASTM D 482/IP-4
13.	Water Content	200 mg/kg max.	ASTM D 6304/IP-438
14.	Copper Strip Corrosion (3 hr. @ 50°C)	1 max.	ASTM D 130/IP-154
15.	Distillation		
	% (v/v) recovered @ 250°C	<65 max.	
	% (v/v) recovered @ 350°C	85 min.	ASTM D 86
	95% recovered @	360°C max.	
16.	Pour Point	-6°C max.	ASTM D 97
17.	Particulate Contamination	24 mg/kg max.	EN 2276/IP-440
18.	Viscosity @ 40°C	2.00 – 4.50 cSt	ASTM D 445/IP-71

(b) **ADDITIVES.** The following additives are not allowed:

- (1) Fuel System Icing Inhibitor;
- (2) Metal Deactivator;
- (3) Dyes; and
- (4) Biocides

(c) The fuel shall be a straight run diesel gas oil and shall contain not more than 15 percent volume of any reformat or cracked components.

(DESC 52.246-9FBQ)

C16.64-6.100 TURBINE FUEL, AVIATION (JP8) (FMS ISRAEL) (DESC SEP 2003)

Product shall conform to MIL-DTL-83133E, dated April 1, 1999, modified as follows:

(a) **ADDITIVES.** The following additives are not allowed:

(1) **ANTIOXIDANTS.** The antioxidant formulations listed in MIL-DTL-83133E shall be added to the fuel at a concentration of 17.0 – 24.0 mg/L, regardless of the process used. The contractor shall state the type and concentration of the antioxidant used.

(2) The following additives are not allowed:

- (i) Metal Deactivator.
- (ii) Static Dissipator Additive.
- (iii) Corrosion Inhibitor.
- (iv) Fuel System Icing Inhibitor.
- (v) Thermal Stability Additive.

(b) **PROCESS REQUIREMENTS.** The product shall be sweetened by any method except copper based processes.

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.233-3, Protest After Award (31 U.S.C. 3553).

11.04 CONT'D

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Jun 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.

☐ (ii) Alternate I (Mar 1999) of 52.219-5.

☐ (iii) Alternate II (Jun 2003) of 52.219-5.

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

☒ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (Jun 2003) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program -- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

☒ (14) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).

☒ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

II.04 CONT'D

☒ (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

☒ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

☐ (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (21) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).

☐ (22) (i) 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act (Jun 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I (May 2002) of 52.225-3.

☐ (iii) Alternate II (May 2002) of 52.225-3.

☒ (23) 52.225-5, Trade Agreements (Jun 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (24) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

☐ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

☐ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (28) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (29) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (30) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

☐ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☒ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 1984) of 52.247-64.

11.04 CONT'D

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

II.04 CONT'D

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

<input type="checkbox"/>	52.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input checked="" type="checkbox"/>	52.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<input type="checkbox"/>	52.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input type="checkbox"/>	52.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
<input type="checkbox"/>	52.225-7012	Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	52.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	52.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	52.225-7016	Restriction on Acquisition of Ball and Roller Bearings (APR 2003); ([] Alternate I (APR 2003)) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
<input checked="" type="checkbox"/>	52.225-7021	Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	52.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input type="checkbox"/>	52.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

11.05 CONT'D

- Balance and 2534(a)(3)).
- ☐ 252.225-7036 Buy American Act – North American Free Trade Agreement Implementation Act – of Payments Program (APR 2003); (☐ Alternate (APR 2003)) (41 U.S.C. 10a-10d 19 U.S.C. 3301 note).
 - ☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2631).
 - ☐ 252.227-7015 Technical Data-- Commercial Items (NOV 1995) (10 U.S.C. 2320).
 - ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
 - ☐ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
 - ☐ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
 - ☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002); (☐ Alternate I (MAR 2000)); (☐ Alternate II (MAR 2000)); (☐ Alternate III (MAY 2002)) (10 U.S.C. 2631).
 - ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- ☐ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

186.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC AUG 2003)

(a) The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be not less than **75** percent of the total original estimated contract volume. The Government may satisfy this obligation by purchasing against any or all of the contract line items.

(b) Except as authorized by paragraphs (c) through (g) below, the maximum quantity the Government is allowed to purchase and the Contractor is authorized to furnish will not exceed the total quantity of each grade of fuel specified in Schedule B of the contract.

(c) If, under a single solicitation, contract lien items are not all awarded at the same time, then, for purposes of this clause, the above mentioned total original estimated contract volume shall be that of the contract after award has been made of all items.

I86.12 CONT'D

(d) During the period of this contract it may occur that, for administrative convenience, the Government will add to this contract by contract modification additional contract line items being awarded to the Contractor pursuant to a different solicitation. If this occurs, then the Government's original purchase obligation under this contract shall remain unchanged and will in no way extend to the new contract line items. Instead, the Government agrees to an additional purchase obligation, namely, to purchase in accordance with the terms of the contract, during the remaining period of the contract, at least a quantity (or quantities) of any or all of the new line items that, under the contract terms, will be the minimum stated in the solicitation incorporated into the contract modification.

(e) Notwithstanding the provisions of the INDEFINITE QUANTITY clause--

(1) On the final order placed for each product from each refinery source calling for delivery into or by means of tanker, barge, or pipeline, the Government shall be entitled to order, and if ordered, the Contractor shall be required to furnish up to 50,000 barrels over what the Government would otherwise be entitled to lift. However, in no event shall this additional quantity exceed the monthly quantity as defined in the DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) or the DELIVERY AND CONTRACT PERIODS FOR TANKER AND BARGE DELIVERIES (DOMESTIC BULK) clause.

(2) The Contractor may, at its option, make deliveries subsequent to 30 days after the expiration of the ordering period, if requested by the Government.

(f) If this contract provides for delivery of the same grade of fuel at more than one location, the Ordering Officer may order and the Contractor may, at its option, furnish more than the quantity specified for any one location; PROVIDED, however, that in no event shall an Ordering Officer be entitled to order, nor shall the Contractor be required or permitted to deliver, if ordered, a quantity of any one grade of fuel that, in the aggregate, would be in excess of the total quantity of such grade of fuel specified in this contract. Nothing contained in this paragraph (f) shall prohibit the overage permitted pursuant to (e) above.

(g) The scope of this contract does not include--

(1) Alteration to the specification that would require significant reconfiguration of refinery design, or significant modification of current and planned refinery operations;

(2) Alteration in method of shipment that would result in significant disruption of current and planned refinery operations; and

(3) Alteration of the place of delivery, under f.o.b. origin contracts, that would require delivery from a refinery other than the one(s) specified in the Contractor's offer.

(DESC 52.216-9FH5)